

CONTRACTS & PURCHASING SIGNATURE ROUTING FORM

Division: Child Welfare Services

NR#: 1678

Vendor: Eckerd Youth Alternative, Inc.

Original Contract Amount: \$0

MAR27'15 AM11:52 CPU

Contract Amount Including this Modification: \$0

Description:

Contract Period: 10/01/14-09/30/15 Revised 4/1/15 - March 31, 2016

New Contract _____
Contract Modification _____
Competitive Bid _____
Local Project _____
MOU

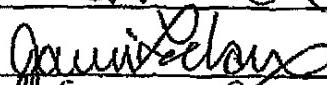
Sole Source _____
Intergovernmental _____
Real Property Lease _____
Fixed Rate _____
Automatic Renewal _____

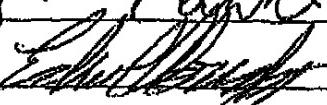
From: Marvin Smith
Thru: Jami Ledoux
Thru: Cheryl Geronitti
Thru: Linda Beltran
Thru: Kevin Haddock
Thru: Edward Clark
Thru: Kim Wilson
Thru: Tim Harvey
Thru: Molly Green
Thru: Jack Ely

Signature

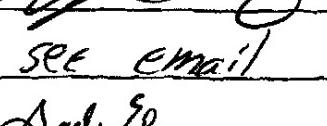
Date

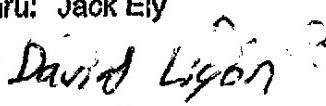
 3-26-15
Marvin Smith 9/23/14

 9/29/14
Linda Beltran 9/29/14 3/26/15
 10/2/14 3/26/15
Kevin Haddock 10/2/14 3/26/15

 10/8/14
Edward Clark 10/8/14

 3/21/15
Kim Wilson SEE email

 3/27/15
Tim Harvey Jack Ely

(Signed  CEP requests to sign first. PW OCT02'14 PM 3:52 CPU)

Contract: Eckerd has requested that DHS sign first,
They will provide a fully executed copy for our records.

CONTRACTS & PURCHASING SIGNATURE ROUTING FORM

Division: Child Welfare Services

NF# : 1678

Vendor: Eckerd Youth Alternative, Inc.

Original Contract Amount: \$0

Contract Amount including this Modification: \$0

Description:

Contract Period: 10/01/14-09/30/15

New Contract

Sole Source

Contract Modification

Intergovernmental

Competitive Bid

Real Property Lease

Local Project

Fixed Rate

MOU

X _____

Automatic Renewal

From: Marvin Smith
Thru: Linda Beltran
Thru: Linda Beltran
Thru: Kevin Haddock
Thru: Edward Closs

Thru: Kim Wilson

Thru: Tim Harvey

Thru: Molly Green

Thru: Jack Ely

To: *ReedAnne Bruce-Borne*

(Signed 10/1/14) CEP requests to sign first. DW OCT02'14 PM 3:52 CPU

Contract: Eckerd has requested that DHS sign first,
They will provide a fully executed copy for our records.

Cloud, Edward

From: Green, Molly
Sent: Thursday, May 14, 2015 12:12 PM
To: Thorpe, Anita
Cc: Cloud, Edward
Subject: RE: OKDHS MOU ERSF & Data Sharing Agreement 1678

Approved. Thanks, all!

Molly Green
Security & Emergency Mgmt Administrator
DHS Office of Inspector General
PH: 405-522-0541
FX: 405-522-4642

From: Thorpe, Anita
Sent: Thursday, May 14, 2015 10:17 AM
To: Green, Molly
Cc: Cloud, Edward
Subject: FW: OKDHS MOU ERSF & Data Sharing Agreement 1678

Molly,

I received Eckerd's MOU with the revisions DHS had requested.

The BAA language is included.

It is being routed for signatures, thank you.

Anita

Anita Thorpe
Child Welfare Services
Contracts and Acquisitions
Office: (405) 521-3718
Fax: (405) 522-4666

From: Thorpe, Anita
Sent: Thursday, May 14, 2015 10:11 AM
To: Thoreson, Jace
Cc: Smith, Marvin
Subject: FW: OKDHS MOU ERSF & Data Sharing Agreement

I received Eckerd's revised agreement and it's back with C&P.

From: Shannon Johnson [<mailto:SJohnson2@eckerd.org>]
Sent: Wednesday, May 13, 2015 3:58 PM

To: Thorpe, Anita
Cc: Stacey Welton
Subject: OKDHS MOU ERSF & Data Sharing Agreement

Anita

See attached. As soon as signed on your end, please forward me back via e-mail a fully executed copy.
Thank you.

Shannon Johnson

Director of Contract Management

The first name is second chances.™



100 N. Starcrest Dr. | Clearwater, FL 33765
P: 727-461-1236 X3280 C: 727-410-2634
E: SJohnson2@eckerd.org | URL: www.eckerd.org

From: Thorpe, Anita
Sent: Monday, April 06, 2015 4:31 PM
To: 'Martin Peters'
Subject: FW: Non-Financial contracts for review

Martin,

Here's another revision: (see attached word document)

Section 2, Paragraph D, point 1 would read something like:

"SACWIS. The Agency will allow Eckerd access to the SACWIS system to view client-specific data no less than at least once per week."

From: Thorpe, Anita
Sent: Monday, April 06, 2015 2:44 PM
To: 'Martin Peters'
Cc: Smith, Marvin
Subject: FW: Non-Financial contracts for review

Martin,

The attached data sharing agreement needs to update for April 1, 2015 and signed. I just now spotted the error while search through emails.

DHS' Security & Emergency Mgmt Administrator found a couple of typos and wanted the Business Associate Agreement (BAA) included; since, it was also in MindShare's.

1678/Eckerd

1. In Section 3.F, there is a typo in the 4th line.

2. Section 3.I, paragraph 2 relates to PHI and includes the line “Eckerd will sign and adhere to an Agency Business Associate Agreement (BAA). However, the BAA language is not included in this MOU.
3. Section 3.M has an error in the final line of the paragraph. The final line says “This Section 3.G shall survive termination of this MOU.” That should probably read “..Section 3.M shall survive....”

A. Business Associate Agreement

1. **BACKGROUND AND PURPOSE:** The Parties have entered into, or may in the future enter into, one or more written agreements that require Business Associate to be provided with, to have access to, and/or to create Protected Health Information (PHI), (the “underlying Contract(s)”), subject to the federal regulations issued pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and codified at 45 C.F.R., parts 160 and 164 (HIPAA Regulations). This BAA shall supplement and/or amend each of the Underlying Contract(s) only with respect to the Business Associate’s Use, Disclosure, and creation of PHI under the Underlying Contract(s) to allow Covered Entity to comply with Sections 164.502(c) and 164.314(a)(2)(i) of the HIPAA Regulations. Business Associate acknowledges that it is to comply with the HIPAA Security and Privacy regulations pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), Title XIII, of the American Recovery and Reinvestment Act of 2009, including Sections 164.308, 164.310, 164.312 and 164.316 of title 45 of the Code of Federal Regulations. Except as so supplemented and/or amended, the terms of the Underlying Contract(s) shall continue unchanged and shall apply with full force and effect to govern the matters addressed in the BAA and in each of the Underlying Contract(s).
2. **DEFINITIONS:** Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided; however, that “PHI” and “ePHI” shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 C.F.R. § 160.103, limited to the information Business Associate received from or created or received on behalf of the Oklahoma Department of Human Services (DHS) as DHS’ Business Associate. “Administrative Safeguards” shall have the same meaning as the term “administrative safeguards” in 45 C.F.R. § 164.304, with the exception that it shall apply to the management of the conduct of Business Associate’s workforce, not DHS’s workforce, in relation to the protection of that information.
3. **Business Associate.** “Business Associate” shall generally have the same meaning as the term “Business Associate” at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean the entity whose name appears below.
4. **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “Covered Entity” at 45 C.F.R. 160.103.
5. **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164, all as may be amended.

6. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, required By law, Secretary, Security Incident, Sub-Contractor, Unsecured PHI, and Use. Obligations of Business Associate: Business Associate may use Electronic PHI and PHI (collectively, "PHI") solely to perform its duties and responsibilities under this Agreement and only as provided in this Agreement. Business Associate acknowledges and agrees that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in this Agreement or as required by law. Specifically, Business Associate agrees it will:
 - a. use or further disclose PHI only as permitted in this Agreement or as Required by Law, including, but not limited to the Privacy and Security Rule;
 - b. use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
 - c. implement and document appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits for or on behalf of Covered Entity in accordance with 45 C.F.R. 164;
 - d. implement and document administrative safeguards to prevent, detect, contain, and correct security violations in accordance with 45 C.F.R. 164;
 - e. make its policies and procedures required by the Security Rule available to Covered Entity solely for purposes of verifying BA's compliance and the Secretary of the Department of Health and Human Services (HHS);
 - f. not receive remuneration from a third party in exchange for disclosing PHI received from or on behalf of Covered Entity;
 - g. in accordance with 45 C.F.R. 164.502(e)(1) and 164.308(b), if applicable, ensure that any Sub-Contractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information; this shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor;
 - h. report to Covered Entity in writing any use or disclosure of PHI that is not permitted under this Agreement as soon as reasonably practicable but in no event later than five calendar days from becoming aware of it and mitigate, to the extent practicable and in cooperation with Covered Entity, any harmful effects known to it of a use or disclosure made in violation of this Agreement;
 - i. promptly report to Covered Entity in writing and without unreasonable delay and in no case later than five calendar days any Security Incident, as defined in the Security Rule, with respect to Electronic PHI;
 - j. with the exception of law enforcement delays that satisfy the requirements of 45 C.F.R. 164.412, notify Covered Entity promptly, in writing and without unreasonable delay and in no case later than five calendar days, upon the discovery of a breach of Unsecured PHI. Such notice shall include, to the extent possible, the name of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate shall also, to the extent possible, furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to Individuals under 45 C.F.R. § 164.404(c) at the time of Business

Associate's notification to Covered Entity or promptly thereafter as such information becomes available. As used in this Section, "breach" shall have the meaning given such term at 45 C.F.R. 164.402;

- k. to the extent allowed by law, indemnify and hold Covered Entity harmless from all claims, liabilities, to the extent allowed by law, indemnify and hold Covered Entity harmless from all claims, liabilities, costs, and damages arising out of or in any manner related to the disclosure by Business Associate of any PHI or to the breach by Business Associate of any obligation related to PHI;
 - l. provide access to PHI in a Designated Record Set to Covered Entity, or if directed by Covered Entity to an Individual in order to meet the requirements of 45 C.F.R. 164.524. In the event that any Individual request access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five working days of receiving a request. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor. Any denials of access to the PHI requested shall be the responsibility of Covered Entity;
 - m. make PHI available to Covered Entity for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526;
 - n. document disclosure of PHI and information related to such disclosure as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 C.F.R. 164.528, and within five working days of receiving a request from Covered Entity, make such disclosure documentation and information available to Covered Entity. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward within five working days of receiving a request such request to Covered Entity;
 - o. make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of HHS, authorized governmental officials, and Covered entity for the purpose of determining Business Associate's compliance with the Privacy Rule. Business Associate shall give Covered Entity advance written notice of requests from HHS or government officials and provide Covered Entity with a copy of all documents made available; and
 - p. ensure that all of its Sub-Contractors, vendors, and agents to whom it provides PHI or who create, receive, use, disclose, maintain, or have access to Covered Entity's PHI shall agree in writing to requirements, restrictions, and conditions at least as stringent as those that apply to Business Associate under this Agreement, including but not limited to implementing reasonable and appropriate safeguards to protect PHI, and shall ensure that its Sub-Contractors, vendors, and agents agree to indemnify and hold harmless Covered Entity for their failure to comply with each of the provisions of this Agreement.
7. Permitted Uses and Disclosures of PHI by Business Associate: Except as otherwise provided in this Agreement, Business Associate may use or disclose PHI on behalf of or to provide services to Covered Entity for the purposes specified in this Agreement, if such use or disclosure of PHI would not violate the Privacy Rule if done by Covered Entity. Unless otherwise limited herein, Business Associate may:

- a. use PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate;
- b. disclose PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that; (i) the disclosures

- required by law; or (ii) Business Associate obtains reasonable assurances from any person to whom the PHI is disclosed that such PHI will be kept confidential and will be used or further disclosed only as Required by Law or for the purpose(s) for which it was disclosed to the person, and the person commits to notifying Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;
- c. disclose PHI to report violations of law to appropriate federal and state authorities; or
 - d. aggregate the PHI with other data in its possession for purposes of Covered Entity's Health Care Operations;
 - e. make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures;
 - f. de-identify any and all PHI obtained by Business Associate under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule [45 C.F.R. § (d)(1)].

8. Obligations of Covered Entity:

- a. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.
- c. Covered Entity shall not request Business Associate use or disclose PHI in any manner that would violate the Privacy Rule if done by Covered Entity.
- d. DHS agrees to timely notify Business Associate, in writing, of any arrangements between DHS and the Individual that is the subject of PHI that may impact in any manner the use and/or disclosure of the PHI by Business Associate under this BAA.

The information and any attachments contained in this message is confidential and intended only for the named recipient's use. If you have received this message from Eckerd in error, you are prohibited from copying, distributing or using the information. Please contact the sender immediately by return email and delete the original message. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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Vendor Terrorist Check

Applicant Name	Eckerd Youth Alternative
Department of State	No Matches Found
Federal Aviation Authority	No Matches Found
Department of Defense	No Matches Found

[View assistance for SAM.gov](#)

Search Results

Current Search Terms: eckerd* Youth* alternative*

Your search for "Eckerd* Youth* Alternative*" returned the following results..

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	Eckerd Youth Alternatives, Inc.
DUNS:	080581158
Has Active Exclusion?:	No
Expiration Date:	09/12/2015

CAGE Code: 3ZYM2

Status: Active [View Details](#)

DoDAAIC:

Delinquent Federal Debt?: No

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.P.16.20141003-1531

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



STATE OF OKLAHOMA
DEPARTMENT OF HUMAN SERVICES
WORK PLAN

Effective date: 10/1/14

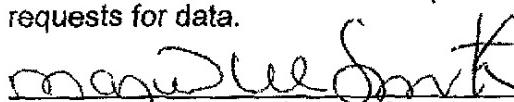
Division: Child Welfare Services
Eckerd Youth Alternatives, Inc
100 Starcrest Dr.
Clearwater, FL 33765

PA # 1678

Marvin Smith has been appointed as program monitor for the above stated contract and assumes responsibility for actual monitoring of all programmatic aspects of the contract including the periodic and ongoing review of reports or other valid indications of performance. The program monitor also assumes oversight responsibility for fiscal monitoring of said contract.

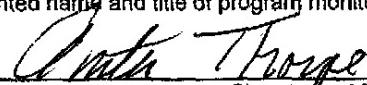
Anita Thorpe has been appointed as fiscal monitor for the above stated contract and assumes responsibility for actual monitoring of all fiscal aspects of the contract, including ongoing verification of invoices and auditing functions.

Contract is a memorandum of understanding and will be monitored through review of requests for data.


Signature of program monitor

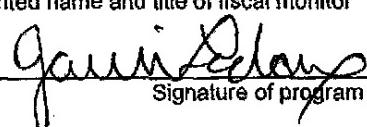
9.23.14
Date

Marvin Smith, Programs Administrator
Printed name and title of program monitor


Signature of fiscal monitor

9/29/14
Date

Anita Thorpe, CAAIII
Printed name and title of fiscal monitor


Signature of program monitor's supervisor

9/29/14
Date

Jami Ledoux, Deputy Director
Printed name and title of program monitor's supervisor

The first name in second chances.SM



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on April 1, 2015 by and between Eckerd Youth Alternatives, Inc. d/b/a Eckerd ("Eckerd"), a Florida not for profit corporation and the Oklahoma Department of Human Services ("OKDHS") with respect to our recent discussions regarding Eckerd Rapid Safety FeedbackSM. Eckerd and OKDHS are sometimes referred to herein collectively as the "Parties."

1. Intent. This MOU identifies the Parties' understandings of their rights and obligations to each other with respect to the implementation of Eckerd Rapid Safety FeedbackSM.
2. Non-Binding Provisions

A. Definitions

1. *Agency* means the Oklahoma Department of Human Services.
2. *Confidential Information* means information each party may come into contact with concerning the other party, including without limitation client records and other proprietary information which must remain confidential pursuant to the terms of this MOU.
3. *Eckerd Rapid Safety FeedbackSM* means a program developed by Eckerd that utilizes predictive analytics to help identify child welfare cases of the highest probability of a serious injury or death and identifying critical case practices, that when performed by the Agency to applicable standards, will greatly assist in keeping the child safe.
4. *Eckerd Rapid Safety FeedbackSM Community of Practice* means the Agency participating in quarterly fidelity reviews and sharing information and reports with Eckerd.
5. *Fidelity Reviews* means a review by Eckerd to ensure the Agency is implementing Eckerd Rapid Safety FeedbackSM according to established practices.
6. *SACWIS* means the jurisdiction's statewide automated child welfare information system.

7. *Portal* means a website and related technology that is designed to read SACWIS information, perform automated analysis, and generate reports that can be used to implement and support Eckerd Rapid Safety Feedback™.
8. *Portal Terms* means the website usage terms available on the Portal that sets forth the terms and conditions under which the Agency may use the Portal.
9. *QA* means Agency Quality Assurance staff member that does not carry a caseload.

B. Introduction

1. Eckerd is a not for profit corporation that specializes in human services, specifically child welfare. During the course of its business, Eckerd has developed Eckerd Rapid Safety Feedback™, a program that has been successful in reducing the occurrence of serious injury or death in high risk dependency cases.
2. Eckerd, with its affiliates, has developed the Portal and related training materials to assist agencies that desire to implement Eckerd Rapid Safety Feedback™.
3. Agency has chosen Eckerd to implement Eckerd Rapid Safety Feedback™ in the State of Oklahoma, and this MOU describes the responsibilities of Eckerd and the Agency in connection with that implementation.

C. Eckerd's Responsibilities

1. Access. Host, maintain and support the Portal with a goal of providing the Agency with 24 hour technical support and access to the Portal and the reports it generates.
2. Sample. Adapt the Portal to create reports that provides a customized predictive data sample of prioritized cases for review.
3. Training. Provide training on review completion, portal entry, staffing techniques, and action item tracking to support the Agency's implementation of Eckerd Rapid Safety Feedback™.
4. Practice Guide. Provide Agency personnel with access to the Eckerd Rapid Safety Feedback™ practice guide for use in connection with the Agency's implementation and offer same day technical assistance from case review staff experienced in the review process.
5. Reviews. Perform quarterly fidelity reviews and coordinate sharing of best practices across jurisdictions through the Eckerd Rapid Safety Feedback™ Community of Practice.

6. Reports. Provide additional reports as mutually agreed upon by Eckerd and the Agency.

D. Agency's Responsibilities

1. SACWIS. The Agency will allow Eckerd and Mindshare Consulting Group, LLC and its affiliates access to the SACWIS system to extract client-specific data no less than at least once per week. The Agency will allow Eckerd access to the SACWIS system to view client-specific data no less than at least once per week."
2. Peer Reviewers. Provide sufficient reviewers to the Eckerd Rapid Safety Feedback™ program. Reviewers should be dedicated QA staff that are NOT investigating or managing the case or providing supervision to the front line workers assigned to the case. Reviewers must successfully complete Eckerd Rapid Safety Feedback™ training (provided at no cost to Eckerd) prior to completing case reviews.
3. Community of Practice. Participate in a quarterly Fidelity Review, sharing lessons learned with other jurisdictions, and report the results observed after implementation of Eckerd Rapid Safety Feedback™.
4. Use of Portal. The Agency QA staff member will enter all case reviews into the Eckerd Rapid Safety Feedback™ portal to provide automated tracking functionality, dashboards, and data for the continuous improvement of existing predictive data sets for the Eckerd Rapid Safety Feedback™ Community of Practice.
5. Notice. Provide Eckerd written notice of any lawsuit or claim filed or asserted against the Agency alleging liability in connection with Eckerd Rapid Safety Feedback™

3. Binding Provisions

A. Term of MOU

1. Term. This MOU will begin at 08:00AM EST on April 1, 2015 and terminate at 11:59PM EST on March 31, 2016 (the "Term") unless terminated earlier pursuant to Section 3A.2.
2. Termination. Either party may terminate this MOU for any reason with ten (10) calendar day written notice to the other party.
3. Renewal. There are no renewals to this MOU; however, the Parties may negotiate a contract to continue Eckerd Rapid Safety Feedback™ as mutually agreed upon.

B. Compensation

1. There will be no monetary compensation paid between the parties during the Term of this MOU. Consideration for this agreement shall be the mutual covenants and promises set forth herein.

C. Binding Effect.

1. All provisions under Section 3 of this MOU will create legally binding obligations on the Parties (the "Binding Provisions") and will survive any termination of this MOU. Except for the Binding Provisions, this MOU will constitute an expression of intent only and is not intended to create any legally binding obligation that is enforceable against any Party.

D. Intellectual Property

1. All SACWIS data will be deemed and treated as Confidential Information of the Agency. All intellectual property rights in and to the SACWIS data will remain the sole property of the Agency. By making SACWIS data available to Eckerd and its affiliates, the Agency will grant, and hereby does grant, to Eckerd a limited, non-exclusive, royalty-free, fully-paid-up license for the term of this MOU to use the SACWIS data, but solely for the purpose of implementing Eckerd Rapid Safety Feedback™ for the Agency, providing the Portal and related reports, and improving Eckerd Rapid Safety Feedback™.
2. All intellectual property rights in and to Eckerd Rapid Safety Feedback™, the Portal and its related software and documentation, the reports generated by the Portal, the Eckerd Rapid Safety Feedback™ training materials, the Eckerd Rapid Safety Feedback™ safety guide (including without limitation for all of the foregoing, all related inventions, processes, improvements, trade secrets, algorithms, works of authorship, trademarks and service marks) (jointly the "Eckerd IP") is and will remain the sole property of Eckerd, its affiliates, and their licensors. All Eckerd IP will be deemed and treated as Confidential Information of Eckerd. Eckerd will grant, and hereby does grant, to the Agency a limited, non-exclusive, royalty-free, fully-paid-up license for the term of this MOU to use the Eckerd IP, but solely for the purpose of implementing Eckerd Rapid Safety Feedback™ for the Agency and subject to this MOU and the Portal Terms.
3. By using the Portal, Agency is agreeing to abide by, and to be bound by, the Portal Terms and any applicable laws (including, without limitation laws relating to privacy and personal identifying information relating to children).

E. Information Security

1. Eckerd will perform an annual audit of information security risk assessment that is due to the Agency Office of Inspector General Security & Emergency

Management Unit by the first day of November of each year for private entities and by the last day of January for public entities. The final information security risk assessment report shall identify, prioritize and document information security vulnerabilities of Eckerd. Eckerd is granted 60 business days after final report submission to respond with a mitigation plan for the identified security vulnerabilities. Eckerd shall use either the standard security risk assessment created by the Office of Management and Enterprise Services or a third-party risk assessment meeting of the ISO/IEC 27002 standards and using the National Institute of Standards and Technology Special Publication 800-30 (NIST SP800-30) process and approved by the Office of Management and Enterprise Services.

2. Eckerd will disclose any breach of the security system following discovery or notification of the breach in the security of the data to any resident of Oklahoma whose encrypted or unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay to Agency Office of the Inspector General & Emergency Management Unit. Eckerd must deliver a final report of the breach post-mortem, citing the reason, sources, affected records, mitigation plans or actions within 10 business days of the breach discovery.
3. Eckerd will comply with the Federal Information Processing Standards – FIPS 200 that promotes the development, implementation and operations secure information systems within governmental agencies by establishing minimum levels of due diligence for information security that meet minimum security requirements. Eckerd must sign Agency acceptable use, confidentiality and non-disclosure agreements; user login authorization; and my subject to background checks.

F. User Logon Authorization

1. Eckerd will not be granted access to the Agency information systems without the prior completion and approval of Form 05SC004E. Logon Authorization Request for Non-DHS Employees. Certain types of access may require that a background check and verification be performed prior to granting access. Eckerd will notify the Agency immediately when employees have access to Agency systems are terminated.

G. Background checks and verification

1. At the sole discretion of the Agency, Eckerd may be subject to user background checks, depending on the information systems Eckerd accesses or types of data Agency provides. Eckerd must submit the required background check information to the agency in a timely manner. The agency will not process any access agreements prior to completion of user background verification.

H. Business continuity and disaster recovery

1. Eckerd will comply with the Office of Enterprise and Management Services minimum mandatory standards for information security and internal controls for contingency planning and disaster recovery. Eckerd will develop business continuity and disaster recovery plans as stated in the Office of Enterprise and Management Service Core Oklahoma Information Security Polity Section 8.0, Business Continuity found at <http://www.ok.gov/OSF/documents/security12105.pdf>. Contractor is further required to exercise, not less than annually, the recovery of capabilities of developed plans. Contractor must submit exercise summaries annually or as exercises are conducted by DHS Office of Inspector General Security & Emergency Management Unit.

I. Auditing and Compliance

1. Agency Office of Inspector General Security & Emergency Management Unit may, at its discretion, audit Eckerd for information security compliance. Eckerd must supply corrective action plans for non-compliant audit findings within 30 business days from the receipt of the final audit report from the Agency.
2. Eckerd shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") Parts 160, 162, and 164 of Chapter 45 of the Code of Federal Regulations (45 C.F.R. Parts 160, 162 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996 if the data they are hosting, storing, accessing, utilizing, managing or manipulating contain electronic Protected Health Information (ePHI). The definitions set forth in the Privacy Rule are incorporated by reference into this contract (45 C.F.R. 160.103 and 164.501). Documentation of HIPAA compliance, including but not limited to, summaries of policies, procedures, practices and user training of this standard must be provided to the Agency, Office of Inspector General Security & Emergency Management Unit. Failure to comply with the requirements of this standard may result in a full audit and inspection of Eckerd's HIPAA security compliance as it pertains to this MOU. Eckerd will sign and adhere to an Agency Business Associate Agreement (BAA). The Business Associate Agreement provides for satisfactory assurances that Eckerd will use the information only for the purposes for which it is engaged. Eckerd agrees it will safeguard the information from misuse, and will comply with HIPAA as it pertains to the duties stated within the contract. Failure to comply with the requirements of this standard may result in a full audit and inspection of Eckerd's security compliance as it pertains to this contract.

J. Business Associate Agreement

1. BACKGROUND AND PURPOSE: The Parties have entered into, or may in the future enter into, one or more written agreements that require Business

Associate to be provided with, to have access to, and/or to create Protected Health Information (PHI), (the "underlying Contract(s)"), subject to the federal regulations issued pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and codified at 45 C.F.R., parts 160 and 164 (HIPAA Regulations). This Business Associate Agreement (BAA) shall supplement and/or amend each of the Underlying Contract(s) only with respect to the Business Associate's Use, Disclosure, and creation of PHI under the Underlying Contract(s) to allow Covered Entity to comply with Sections 164.502(c) and 164.314(a)(2)(i) of the HIPAA Regulations. Business Associate acknowledges that it is to comply with the HIPAA Security and Privacy regulations pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), Title XIII, of the American Recovery and Reinvestment Act of 2009, including Sections 164.308, 164.310, 164.312 and 164.316 of title 45 of the Code of Federal Regulations. Except as so supplemented and/or amended, the terms of the Underlying Contract(s) shall continue unchanged and shall apply with full force and effect to govern the matters addressed in the BAA and in each of the Underlying Contract(s).

2. **DEFINITIONS:** Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided; however, that "PHI" and "ePHI" shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 C.F.R. § 160.103, limited to the information Business Associate received from or created or received on behalf of the Oklahoma Department of Human Services (DHS) as DHS' Business Associate. "Administrative Safeguards" shall have the same meaning as the term "administrative safeguards" in 45 C.F.R. § 164.304, with the exception that it shall apply to the management of the conduct of Business Associate's workforce, not DHS's workforce, in relation to the protection of that information. Covered Entity is Oklahoma Department of Human Services ("OKDHS") and Business Associate is Eckerd Youth Alternatives, Inc. d/b/a Eckerd ("Eckerd")
3. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean the entity whose name appears below.
4. **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 C.F.R. 160.103.
5. **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164, all as may be amended.
6. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, required by law, Secretary, Security Incident, Sub-Contractor, Unsecured PHI, and Use. Obligations of

Business Associate: Business Associate may use Electronic PHI and PHI (collectively, "PHI") solely to perform its duties and responsibilities under this Agreement and only as provided in this Agreement. Business Associate acknowledges and agrees that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in this Agreement or as required by law. Specifically, Business Associate agrees it will:

- a) use or further disclose PHI only as permitted in this Agreement or as Required by Law, including, but not limited to the Privacy and Security Rule;
- b) use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- c) implement and document appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits for or on behalf of Covered Entity in accordance with 45 C.F.R. 164;
- d) implement and document administrative safeguards to prevent, detect, contain, and correct security violations in accordance with 45 C.F.R. 164;
- e) make its policies and procedures required by the Security Rule available to Covered Entity solely for purposes of verifying BA's compliance and the Secretary of the Department of Health and Human Services (HHS);
- f) not receive remuneration from a third party in exchange for disclosing PHI received from or on behalf of Covered Entity;
- g) in accordance with 45 C.F.R. 164.502(e) (1) and 164.308(b), if applicable, ensure that any Sub-Contractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information; this shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor;
- h) report to Covered Entity in writing any use or disclosure of PHI that is not permitted under this Agreement as soon as reasonably practicable but in no event later than five calendar days from becoming aware of it and mitigate, to the extent practicable and in cooperation with Covered Entity, any harmful effects known to it of a use or disclosure made in violation of this Agreement;
- i) promptly report to Covered Entity in writing and without unreasonable delay and in no case later than five calendar days after becoming aware of any Security Incident, as defined in the Security Rule, with respect to Electronic PHI;

- j) with the exception of law enforcement delays that satisfy the requirements of 45 C.F.R. 164.412, notify Covered Entity promptly, in writing and without unreasonable delay and in no case later than five calendar days, upon the discovery of a breach of Unsecured PHI. Such notice shall include, to the extent possible, the name of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate shall also, to the extent possible, furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to Individuals under 45 C.F.R. § 164.404(c) at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. As used in this Section, "breach" shall have the meaning given such term at 45 C.F.R. 164.402;
- k) to the extent allowed by law, indemnify and hold Covered Entity harmless from all claims, liabilities, to the extent allowed by law, indemnify and hold Covered Entity harmless from all claims, liabilities, costs, and damages arising out of or in any manner related to the disclosure by Business Associate of any PHI or to the breach by Business Associate of any obligation related to PHI;
- l) provide access to PHI in a Designated Record Set to Covered Entity, or if directed by Covered Entity to an Individual in order to meet the requirements of 45 C.F.R. 164.524. In the event that any Individual request access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five working days of receiving a request. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor. Any denials of access to the PHI requested shall be the responsibility of Covered Entity;
- m) make PHI available to Covered Entity for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526;
- n) document disclosure of PHI and information related to such disclosure as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 C.F.R. 164.528, and within five working days of receiving a request from Covered Entity, make such disclosure documentation and information available to Covered Entity. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward within five working days of receiving a request such request to Covered Entity;
- o) make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of HHS, authorized governmental officials, and Covered entity for the purpose of determining Business Associate's compliance with the Privacy Rule. Business Associate shall give Covered Entity advance written notice of requests from HHS or government

officials and provide Covered Entity with a copy of all documents made available; and

- p) ensure that all of its Sub-Contractors, vendors, and agents to whom it provides PHI or who create, receive, use, disclose, maintain, or have access to Covered Entity's PHI shall agree in writing to requirements, restrictions, and conditions at least as stringent as those that apply to Business Associate under this Agreement, including but not limited to implementing reasonable and appropriate safeguards to protect PHI, and shall ensure that its Sub-Contractors, vendors, and agents agree to indemnify and hold harmless Covered Entity for their failure to comply with each of the provisions of this Agreement.
7. **Permitted Uses and Disclosures of PHI by Business Associate:** Except as otherwise provided in this Agreement, Business Associate may use or disclose PHI on behalf of or to provide services to Covered Entity for the purposes specified in this Agreement, if such use or disclosure of PHI would not violate the Privacy Rule if done by Covered Entity. Unless otherwise limited herein, Business Associate may:
- a) use PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate;
 - b) disclose PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that; (i) the disclosures required by law; or (ii) Business Associate obtains reasonable assurances from any person to whom the PHI is disclosed that such PHI will be kept confidential and will be used or further disclosed only as Required by Law or for the purpose(s) for which it was disclosed to the person, and the person commits to notifying Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;
 - c) disclose PHI to report violations of law to appropriate federal and state authorities; or
 - d) aggregate the PHI with other data in its possession for purposes of Covered Entity's Health Care Operations;
 - e) make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures;
 - f) de-identify any and all PHI obtained by Business Associate under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule [45 C.F.R. § (d)(1)].
8. **Obligations of Covered Entity:**

- a) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- b) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.
- c) Covered Entity shall not request Business Associate use or disclose PHI in any manner that would violate the Privacy Rule if done by Covered Entity.
- d) DHS agrees to timely notify Business Associate, in writing, of any arrangements between DHS and the Individual that is the subject of PHI that may impact in any manner the use and/or disclosure of the PHI by Business Associate under this BAA.

K. HIPAA

- 1. Eckerd agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R 160.103 and 164.501).

L. Governing Law, Venue, and Jurisdiction

- 1. This MOU will be governed by and construed in accordance with the laws of the State of Oklahoma, excluding any conflicts of laws, rule, or principle that might refer the governance or construction of this MOU to the law of another jurisdiction. The Parties agree that all disputes, claims, actions, or lawsuits between them, arising out of or relating to this MOU, or for alleged breach of this MOU, will be heard and determined by a state or federal court sitting in Oklahoma, or by any appellate courts which review decisions of those courts.

M. Entire Agreement

- 1. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other agreements, understandings, negotiations, or representations between the Parties with respect thereto.

N. Confidentiality

- 1. Each Party agrees to maintain in confidence any information disclosed to it by, or discovered by it regarding, any other Party or Parties it knows or has reason to know is proprietary and/or confidential, including, without limitation, the terms of this MOU ("Confidential Information"). If the receiving Party becomes legally required to disclose Confidential Information, or any part thereof, the receiving Party shall

give the disclosing Party prompt notice of such requirement. If the disclosing Party waives compliance with any of the terms of this Agreement or is unable to obtain a protective order or other appropriate remedy with respect to such disclosure of Confidential Information, then the receiving Party will disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement. This Section 3.N. shall survive termination of this MOU.

IN WITNESS WHEREOF, the Parties agree to the expressed terms.

Eckerd

OKDHS

By: Randall W. Luecke
Name: Randall W. Luecke
Title: Chief Financial Officer

By: David Ligon
Name: DAVID LIGON
Title: CEO

The first name in second chances.SM



DATA SHARING AGREEMENT

This Data Sharing Agreement ("Agreement") is entered into by and between Oklahoma Department of Human Services, (the "Agency"), and Eckerd Youth Alternatives, Inc. d/b/a Eckerd, ("Eckerd").

Whereas, the Agency will make available to Eckerd certain data that is confidential and must be afforded special treatment and protection; and,

Whereas, Eckerd will receive and have access to data from the Agency that can be used or disclosed only in accordance with this agreement, the MOU dated April 1, 2015, state and federal law;

Now, therefore, the Agency and Eckerd agree as follows:

1. **Purpose of Agreement.** Eckerd represents, and in furnishing the data specified in this agreement the Agency relies upon such representation, that the data specified in this agreement will be used solely for purposes of Eckerd Rapid Safety FeedbackSM.
2. **Description of Data.** The Agency may disclose and Eckerd may obtain and use the following data ("Data") pursuant to this Agreement:
 - a. All data contained in the Statewide Automated Child Welfare Information System ("SACWIS").

3. **Point of Contact.** The Agency designates the following individual as the Agency's point of contact for this Agreement:

Marvin Smith
PO Box 25352
Oklahoma City OK 73125
405-522-3977

All correspondence regarding this Agreement, including, but not limited to, notification of change of custodianship, uses or disclosures of the data not provided for by this agreement, requests for access to the Data, requests for accounting of disclosures of the Data, disposition of the Data, and termination of this agreement, will be addressed to the point of contact.

4. **Custodial Responsibility.** Eckerd names the following individual custodian of the Data on behalf of the Eckerd:

Ray Wright, Chief Information Officer
Eckerd
100 Starcrest Drive
Clearwater, FL 33765
727-461-2990

The custodian will be responsible for the observance of all conditions of use and for the establishment and maintenance of safeguards as specified in this Agreement to prevent unauthorized use.

5. **Permissible Uses and Disclosures of Agency Data.** Eckerd will not use or further disclose the Data specified in this Agreement except as permitted by this Agreement or as required by federal law.

Eckerd will not release or allow the release of the Data specified in this Agreement to any persons or entities other than as permitted by Law or by this Agreement.

Eckerd will restrict disclosure of the Data specified in this Agreement to the minimum number of individuals who require the information in order to perform the functions of this Agreement.

The Agency specifically authorized Eckerd to share the Data with Mindshare Consulting Group LLC.

6. **Disclosure to Agents.** Eckerd will ensure that any agents of Eckerd, including, but not limited to, a contractor or subcontractor, to whom Eckerd provides the Data specified in this Agreement agree to the same terms, conditions, and restrictions that apply to Eckerd with respect to the Data.

7. **Penalties.** Eckerd acknowledges that failure to abide by the terms of this agreement may subject Eckerd to penalties for wrongful disclosure of protected health information under federal law. Eckerd will inform all persons with authorized access to the data specified in this agreement of the penalties for wrongful disclosure of protected health information.

8. **Disposition of Data.** Eckerd may retain the Data specified in this Agreement until March 31, 2016 (the "Retention Date"). Upon the Retention Date, Eckerd will destroy the Data and any information derived from its contents, including all copies, modified data, or hybrid or merged databases containing the data.

9. **Term of Agreement.** This Agreement will be effective upon execution by both parties and will remain in effect until March 31, 2016.

The terms of this agreement may not be waived, altered, modified, or amended except by written agreement of both parties.

IN WITNESS WHEREOF, the Agency and Eckerd have caused this agreement to be signed and delivered by their duly authorized representatives as of the date set forth below.

Eckerd



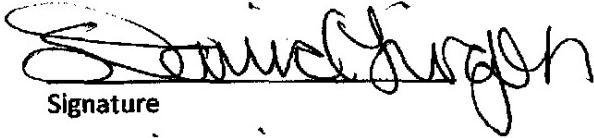
Signature

Randall W. Luecke
Chief Financial Officer

5-13-15

Date

Agency



Signature

DAVID LIGON

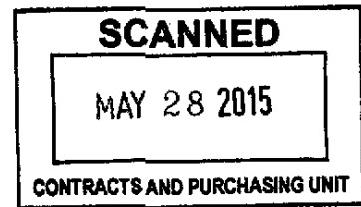
Print Name

CFO

Title

5-18-15

Date



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PANUM 1678

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CONUM _____

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